
KORNFELD, NYBERG, BENDES & KUHNER

A PROFESSIONAL CORPORATION

IRVING J. KORNFELD (1936-2000)

October 17, 2014

Eric A. Nyberg
Writer's Email: E.Nyberg@Kornfieldlaw.com

i2a Technologies, Inc.
c/o: Victor Batinovich, *Chairman & CEO*
3399 West Warren Avenue
Fremont, CA 94538

Re: Representation Arrangement - Chapter 11 Bankruptcy

Dear Mr. Batinovich:

Thank you for choosing our firm as your attorneys for the purpose of representing you in your Chapter 11 case. The following is an explanation of our fee arrangement. Please read this carefully and be certain that you understand it. Do not hesitate to question us on this or any other matter. Also, you should know that any and all fees paid during the pendency of a bankruptcy matter are disclosed to the court.

The initial retainer for filing of this proceeding shall be \$25,000.00 (plus \$1,717 filing fee). We have discussed and negotiated this fee and you have assured me that this is acceptable and fair.

You understand that no action will be taken to file the proceeding (which activates the automatic stay to protect your assets) until the entire initial retainer has been paid.

Since the court filing fee of \$1,717 will be paid on your behalf, we request that you pay this fee by separate check.

The fee in this proceeding is based upon the extent of your indebtedness and our estimate of the individual complications and anticipated problems involved in your case. We will "bill" against this fee at the hourly rates set forth in the attached schedule. When and if the retainer has been fully billed against, we will continue to represent you on a regular billing basis. If the Chapter 11 proceeding is still pending and a plan has not been confirmed by the Court, we will be required to apply to the Court for approval of further payment from you. You should be aware that in Chapter 11 cases, while the principal factor considered by the court in setting attorneys fees is the time spent, the application and order by the court will not necessarily be limited to time factors, but may also consider such factors as novelty of questions involved, results obtained, time pressure involved, contingent nature of work and such other factors. If the Court approves a fee application, you will then be required to pay us any amount due and approved. Attorneys' fees in a Chapter 11 case are administrative expenses which must be paid in full at the time of

confirmation of a plan, unless we otherwise agree. Should the plan be confirmed or the case dismissed, we will be allowed to bill you immediately for any balance due and you agree to pay upon receipt of the statement, unless other arrangements are made between us.

All Chapter 11 cases require a filing fee of \$1,717 which you must also pay prior to the filing of the case. Other costs including long distance telephone calls, postage and copies for required court mailings, service of process and messenger fees, etc. will also be born by you and are payable in the same manner as are fees as stated above.

Any and all sums to be paid by you shall be made in the form of a cashier's check, money order or certified funds, or, of course, cash. You will receive a written receipt at the time of payment.

By signing this representation agreement you also grant us a lien (sometimes referred to as a security interest) on any retainer paid to or held by us, in order to secure any payment which is or may become due to for fees and costs. Because by signing this retainer agreement you are granting us a security interest, California State Bar Rule of Professional Conduct 3300 requires that we advise you in writing that you may seek the advice of an independent attorney of your own choice and be given a reasonable opportunity to seek that advice, before you sign it. Your signature on this representation agreement constitutes your consent in writing to this lien and your acknowledgment that before signing it we have so informed you in writing and that you have been given a reasonable opportunity to seek that independent advice.

You have been informed by us that our relationship is one of a confidential nature. Our communications are privileged and may not be shared with others without your permission. It is with this understanding that you have fully and honestly disclosed information and answered our inquiries. We cannot be responsible for the consequences regarding which there has not been such a full and honest disclosure. Also, it would be counter-productive to our ability to advise and represent you if we do not have such a full disclosure, not to mention that all court documents are subject to a statement, signed by you, under penalty of perjury that the contents are true and correct.

At the conclusion of your matter, you may obtain any of your records and documents from us that we might then have. The file and any documents, records or other things that thereafter remain in our possession may be discarded or destroyed, at our sole discretion. We are undertaking no obligation to store or otherwise safeguard said items once the file is closed, unless expressly agreed to in writing.

Finally, you understand and agree that it is important to keep appointments and to provide us with information and documents which we request, in a timely manner. Should you make an appointment and be unable to appear, you agree to call and cancel before the agreed upon meeting time. Likewise, you understand that when you are directed to make court appearances, it is essential to appear and be on time. We look forward to working with you on this matter.

OCTOBER 17, 2014

Very truly yours,

KORNFIELD, NYBERG, BENDES & KUHNER, P.C


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EAN/lk
Encl.

I, **Victor Batinovich of i2a Technologies, Inc.**, have read the foregoing information, it has been explained to me and my questions have been satisfactorily addressed. By signing below, I acknowledge that I understand and agree to these terms. I have received a photocopy of this signed agreement.

Date: 10/17/2014


Victor Batinovich, *Chairman & CEO*
of **i2a Technologies, Inc.**

KORNFIELD, NYBERG, BENDES & KUHNER, P.C.**HOURLY RATE SCHEDULE - 2014**

<i>Attorney Name</i>	<i>Atty. Code</i>	<i>Hourly Rate</i>
Eric A. Nyberg	EAN	425.00
Charles N. Bendes	CNB	390.00
Chris D. Kuhner	CDK	385.00
<i>Paralegal/Miscellaneous</i>	<i>Code</i>	<i>Hourly Rate</i>
Nancy Nyberg (Bookkeeping & Accounting)	NLN	80.00
Jessica Mangacat (Paralegal Assistant)	JM	80.00